

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: May 15, 1998

INVITATION FOR BIDS

NO. IFB-98-184-O

SEALED BIDS

FOR

FURNISHING AND DELIVERING

NEW AERIAL TRUCK WITH THIRTY-SIX FOOT BOOM

FOR DEPARTMENT OF TRANSPORTATION

HARBORS DIVISION

will be received up to and opened at 2:00 P.M. (HST)

on

May 28, 1998

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to Alvin Washiashi at (808) 586-0571; facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

NEW AERIAL TRUCK WITH THIRTY-SIX (36) FOOT BOOM
DEPARTMENT OF TRANSPORTATION
HARBORS DIVISION
IFB-98-184-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____	Respectfully submitted,
Telephone No.: _____	_____
Fax No.: _____	Exact Legal Name of Offeror
Payment address, if other than Street address at right:	_____
_____	Authorized Signature (Original)
_____	_____
_____	Title
_____	_____
Hawaii General Excise Tax Lic. I.D. No.: _____	Street Address
_____	_____
Social Sec. or Federal I.D. No.: _____	City, State, Zip Code
_____	_____

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: _____ Individual _____ Partnership _____ Corporation _____ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? _____ Yes _____ No

The following bid for one (1) only New Aerial Truck with thirty-six (36) foot Boom is hereby submitted:

Cab/Chassis:

Manufacturer_____

Model No. _____

Year of Manufacture_____

Aerial Lift

Manufacturer_____

Model No. _____

Year of Manufacture_____

Utility Body

Manufacturer_____

Model No. _____

Year of Manufacture_____

Total Bid Price: \$_____

Trade-In:

1984 International Flatbed Truck Cab and
Chassis, State lic. #4327

(-) \$_____

Net Total Bid Price \$_____

Vehicle shall be delivered as follows within 120 calendar days from official commencement date on the Notice To Proceed.

Delivery Address

Department of Transportation
Harbors Division
48 Sand Island Access Road
Honolulu, Hawaii 96813

Contact

Mr Elmer Hirano
Ph: (808) 832-3845
Fax: (808) 832-3845

Bidder's State License No. _____

Service & Repair Facility on Oahu:

Name _____

Address _____

Telephone No. _____

Contact: _____

Offeror_____

GENERAL SPECIFICATIONS

In addition to detailed specifications herein, the following requirements shall form a part of these specifications:

- a. Vehicle offered shall include any other standard features not listed but detailed in manufacturer's brochures and deemed necessary for the proper and safe operation of vehicle.
- b. Manufacturer's standard warranty and warranty documents. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no cost to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.
- c. Contractor shall provide two (2) copies of the owner-operator manual and one (1) copy of service/repair manual at the time of delivery.
- d. Vehicle shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.
- e. Vehicle shall be completely serviced and in full operational condition upon delivery.
- f. Vehicle shall be completely services and in full operational condition upon delivery.
- g. Accessory equipment installed on the vehicle shall be fully guaranteed by the Contractor against defects resulting from the use of defective or inferior materials or from neglect workmanship or against all design and manufacturing defects. Warranty period shall begin from the date equipment is placed in service and shall be for a minimum period of one (1) year or for the period guaranteed by the manufacturer, whichever is longer. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no cost to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State.
- h. Contractor shall coordinate with the State to schedule operator and maintenance training to demonstrate proper and safe operation of truck. Contractor shall also provide the State with a list identifying factory-trained and authorized vendors capable of providing support service for the unit delivered. The list shall identify the items and systems which require factory authorized vendors and personnel to install and maintain. The list shall also detail the manufacturer's recommended maintenance schedule.
- i. All equipment offered shall meet ANSI and OSHA safety requirements, and any other Federal or State safety requirements. If applicable or when requested, equipment shall bear a label or written documentation indicating approval of safety requirements from a bonofide testing laboratory.

SPECIFICATIONS

Cab/Chassis With Utility Body & Aerial Lift

Cab/Chassis

1. Model: -Latest production model
2. G.V.W. Rating -19,000 lbs. minimum capacity
3. Cab to Axle: -60 inches minimum
4. Engine: -Diesel powered, liquid cooled
-Minimum 200 horsepower at manufacturer's rated rpm
-Minimum 430 lb. ft. net torque @ 1500 rpm
-8 cylinders, 392 minimum CID
5. Transmission -4 speed automatic transmission, Allison
PTO AT-545 or equal
-As required to operate hydraulic system, converter lockup for PTO performance
6. Electrical System: -12 volt system, batteries: two (2) 625 CCA hour minimum rating
-Alternator: 75 amp minimum; capable of charging at low engine rating
7. Steering: -Power or power assisted
8. Brakes, Service: -Dual air brake system, air tank drain valves
Parking -Anchorlok parking brake chambers
9. Tires: -Six (6) each; single front and dual rear
Wheels -11R22.5 to 12 ply rating minimum
-Six (6) each; single front, dual rear
-Disc with 22.5 painted steel
-Ten (10) hole hub pilot disc type
10. Axle: -6,000 lbs. minimum capacity
Front: -13,000 lbs. minimum capacity
Rear:
11. Springs -3,000 lbs. each minimum capacity @ ground
Front: -7,500 lbs. each minimum capacity @ ground
Rear: -2,000 lbs. minimum capacity, included in
Auxiliary: rear axle
12. Shock Absorbers: -Heavy duty front & rear
13. Cab: -Conventional cab with tilt hood
-Steps and cab entry handles located both - sides of cab
-Full width bench seats
-Floor mats
-Complete headlining
-Sun visors for driver and passenger
-Defroster
-Full width, clear safety glass on rear window
-Full instrumentation, including following:
gauge for engine temperature
gauge for oil pressure
gauge for fuel
gauge for voltmeter

- Rotating beacon, amber dome, Federal Signal Mode Beacon Ray 174 or equal, mounted on the top of cab with interior control
- Two sealed beam spotlights, 360 degree rotation, mounted on top of cab
- 14. Color Paint: -Manufacturer's standard
- 15. Other:
 - Full instrument panel
 - Upholstery of manufacturer's standard vinyl material
 - Dual exterior rear view mirrors, 6"x6" minimum. West Coast type with convex bottom section and stainless steel arms and backs
 - Clearance lights, reflectors, identification lights and directional lights shall conform to PUC regulations.
 - Electronic reverse warning signal
 - Triangle and flare kit

Utility Body

- 16. Model: -Royal Model 40-VDO-104 or equal
- 17. Construction: -Body shall be constructed of galvanized steel or aluminum
- 18. Overall Length: -Minimum 104 inches
- 19. Body Design: -Intermediate silhouette with vertical cabinet arrangements and open top
- 20. Locks: -Three point locks, each keyed alike
- 21. Shelves: -Adjustable shelf dividers and removable trays or material hooks
- 22. Bumpers: -Heavy duty, nonskid rear step bumper
- 23. Other:
 - Rear platform for access to bucket
 - Flush mounted backup, stop, tail and directional lights
- 24. Color Paint: -Match manufacture cab & chassis color

Aerial Lift

- 25. Type: -Insulated and telescopic; Altec AT-250G or equal
- 26. Capacities
 - Ground to bottom of platform: 30 ft. minimum
 - Working height: 35 ft. minimum
 - Reach from center line of rotation: 23 ft. minimum
 - Stowed travel height: 9 ft. maximum
 - Weight of aerial lift: 1,800 lbs. minimum
 - Boom travel: +80 degrees to -6 degrees
 - Rotation, non-continuous: 360 degrees
 - Top section, fiberglass extension: 10 ft. minimum
 - Basket capacity: 300 lbs. minimum

28. Structure: -Pedestal, turret and lower boom shall be steel welded inserts at each end. All pins and fasteners shall be plated and only graded bolts used. Steel structures shall provide 3:1 yield structural safety factor.
29. Upper Boom -Upper boom shall be fiberglass structured with steel inserts at each end. Extension shall be done by dual sprocket chain system driven by ahydraulic motor and reducer box. Slide bearings to be self-lubricating molydysulhide impregnated nylon material. Upper boom shall be tested to meet OSHA and ANSI standards for "under 49KV" rating.
30. Hydraulic System: -PTO system shall be powered by an underhood, fan belt driven pump with system pressure at minimum 1800 psi with 3.5 gpm operating volume. Shall be equipped with at least 8 gallon baffled oil reservoir with vented cap, filler screen and 10 micron return line filter.
31. Controls: -Controls shall be full pressure, hydraulic manual control valves, both upper and lower. Upper controls shall include boom, up and down rotation, extension/retraction, engine start/kill and system dump. Basket also shall include 2-speed engine control for tool circuit. Upper control override shall be provided at lower control station.
32. Rotation: -Heavy duty bronze rotation gear to be driven by self-locking, open case worm gear with extended shaft for manual rotation. Worm gear shall be fully adjustable to eliminate boom-end backlash.
33. Fiberglass Work Platform: -Unit shall be equipped with hydraulically leveled end-hung bucket with access step, 24"x24"x42"
34. Other: -Boom cradle assembly
-Safety belt with lanyard
-Emergency operating system, DC powered motor/pump
-Engine start/stop at platform, captive air type
-Liner for platform
-Torsion bar stabilizing device
-Wheel shocks
35. Color Paint -Match color of cab and chassis manufacturer's color
36. Mounting: -Aerial lift shall be mounted behind cab with boom stored at rear

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of a new Aerial truck with boom to Department of Transportation, Harbors Division shall be subject to the Specifications, these Special Provisions and the General Terms and Conditions dated September 1, 1995 and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813 and on the Internet at <http://www.state.hi.us>.

BIDDER QUALIFICATION

Service Facility. At the time of bidding, bidder shall have an established place of business with reasonable inventory of replacement parts and shop facility for repairing and servicing the vehicles offered. Such facility shall be located on Oahu.

If bidder does not have a facility on Oahu, he shall arrange with a company on the island to provide the State with repair services, and shall furnish the name and address of this facility in the space provided on the Offer Form. The State reserves the right to inspect bidder's repair and service shop to determine acceptability under this requirement. Failure on the part of the bidder to meet this requirement shall result in rejection of bid.

State License. Chapter 437, HRS, as amended, provides for regulating and licensing of motor vehicle manufacturers and distributors and their branches and representatives, motor vehicle dealers, salesmen, auctions and auctioneers and any other persons engaged in the business of selling or purchasing motor vehicles in the State of Hawaii. Therefore, all prospective bidders who are interested in selling vehicles to the State of Hawaii shall provide proof that they do meet and satisfy the licensing requirement set forth in said statute by listing the license number in the space provided on the Offer Form.

Chapter 437-2(e) provides that, notwithstanding any provisions of Chapter 437, the authority of any State agency to purchase motor vehicles for State use from any dealer licensed under this chapter shall not be limited or conditioned. Any dealer licensed under this chapter may sell vehicles to any State agency notwithstanding section 437-2(b).

"Motor vehicle" includes any vehicle, motor vehicle, or truck, as defined in Sections 249-1 and 249-2, HRS, as amended, except for tractors, trailers and amphibious vehicles.

BID PREPARATION

Offeror Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-2, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Tax Liability. Unless the Hawaii Revised Statutes (HRS) exempts a person from paying the applicable general excise tax, work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS and Chapter 238, HRS, where applicable. Both out-of-state vendors and Hawaii vendors are advised that the gross receipts derived from this solicitation are subject to the

Tax Liability Continued

general excise tax imposed by Chapter 237, HRS, at the current rate of 4%, and where applicable to tangible property imported into the State of Hawaii for resale, subject to the 1/2% use tax imposed by Chapter 238, HRS.

The "State of Hawaii Information of Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein by reference and available in the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813, upon request.

Pursuant to Section 103-53.5, HRS, where the offeror is exempted from paying the applicable general excise tax, the price package offered, for the purpose of determining the lowest price bid, shall be increased by the applicable retail rate of general excise tax (4%) and the applicable use tax (1/2%). The lowest responsible offeror, taking into consideration the above increases, shall be awarded the contract, but the contract amount of any contract awarded shall be the amount of the bid offered and shall not include the amount of the increase(s).

Bid Price. Bid price quoted shall be based on delivery to destination and shall include all other costs and applicable taxes. Bid shall also include, when applicable, costs for installation of accessories, modifications of unit, and instructional training in use of vehicle and its equipment.

Tax Clearance. An **original or certified copy** of a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with offeror's sealed offer by the due date and time.

The tax clearances from DOTAX and IRS shall be obtained on the attached one-page, two-sided **Tax Clearance Application (Form A-6, Rev.1998)** which is accompanied by Instructions that offerors should carefully read. Effective March 1, 1998, only this revised Form A-6 will be accepted by DOTAX and IRS.

Out-of-state offerors should mail their application to DOTAX's Oahu District Office.

Effective 12/1/97 tax clearance certificates are valid for a **six-month** (not 180 day) period beginning on the later dated DOTAX or IRS approval stamp. For example, a 12/15/97 certificate is valid through 6/15/97.

The tax clearance submitted with the sealed offer must be valid on the solicitation's legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

For the purpose of this solicitation the State Procurement Office will accept the attached completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6 (Rev.1998), if offeror is unable to obtain a tax clearance certificate in time for submittal with the sealed offer. However, the successful offeror is required to submit a tax clearance certificate prior to award.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Make, Model and Other Information. Bidder must identify on the offer the year of manufacture, the exact manufacturer name and make and model number of vehicles offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of bid.

If additional space is needed to provide complete product identification, bidder may attach a separate sheet to the bid for that purpose. No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers. Failure to offer equipment as specified will result in rejection of bid.

Brochures and Specifications Literature. Unless previously submitted to the State Procurement Office, the bidder shall submit with the bid, current brochures and/or specifications literature. Upon request, bidder shall furnish at his own expense and within five working days from date of State's request, any further information required to determine acceptability of vehicle or equipment offered.

Trade-in. The trade-in unit will be available for inspection by interested bidders at the delivery location. Bidders shall contact the agency indicated herein prior to attending inspection visit.

It shall be the bidder's responsibility to meet with the agency and to inspect the trade-in unit for its general condition prior to bid opening. It shall also be the responsibility to determine which, if any, of the optional accessories and/or equipment either installed or contained within the trade-in unit is considered a part of the trade-in. Bidders are advised that the condition of the trade-in will be dependent upon continued use of the vehicle until the new vehicle is satisfactorily delivered; vehicle will therefore be subject to normal "wear and tear".

Offer Guaranty. Bid security deposit is not required for this bid.

METHOD OF AWARD

Award, if any, shall be made to the responsive, responsible bidder submitting the lowest Net Total Bid Price.

CONTRACT EXECUTION

For contract award totaling \$25,000 or more, the State shall forward a formal contract to the successful bidder for execution. The contract shall be executed by the Contractor and returned within ten (10) days in accordance with Section 3.3 of the General Terms and Conditions. No performance or payment bond shall be required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

QUALITY OF EQUIPMENT

Vehicle furnished under this provision shall be new and of the best quality of its respective kind, and shall be completely assembled and free from defects which may render them unfit for use. No payment, whether partial or final, shall be construed to be an acceptance of defective work.

Vehicle furnished shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicles furnished shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.

The State may, at any time and by written order, stop delivery of any vehicle not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

DELIVERY

Vehicle furnished under these specifications shall be delivered to the location listed on the Offer Form page OF-2 within one hundred twenty (120) calendar days of the official commencement date on the Notice To Proceed. Representatives of both the Contractor and State shall be present at the delivery site for purposes of visual inspection, acceptance, and, if necessary, for instruction in use of equipment.

Prior to delivery, Contractor must contact the State representative listed to coordinate delivery arrangements.

CERTIFICATES REQUIRED

- a. Hawaii Safety Inspection Certificate (in duplicate) and decal;
- b. Application for Registration of Passenger Carrying Motor Vehicle, Form #DF-L-1 (Rev. 1/84) or its latest revision;
- c. Odometer Certificate;
- d. Notarized Certificate of Bill of Sale (not required for Oahu dealerships);

These certificates are essential for the proper registration and licensing of used and new vehicles. Therefore, acceptance of and payment for the vehicle delivered will not be made without submittal of necessary certificates. The agency shall be responsible for registering and licensing of this vehicle; this procedure shall be conducted in the County where the vehicle is delivered. Contractor shall provide temporary license plates to be used during the interim period prior to acquisition of State of Hawaii license plates.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TEN DOLLARS (\$10.00) for each and every day the Contractor delays in the completion of any item of his contract after the required date of said completion.

DELIVERY EXTENSION

Contractor shall complete delivery within the appropriate number of calendar days from the official commencement date on the Notice to Proceed as noted in the DELIVERY provision. If Contractor fails to deliver within the time allowed, liquidated damages as specified herein shall apply. However, Contractor will not be held responsible for delays due to reasons beyond his control, provided he submits written notification of such delays prior to the delivery deadline. This notification shall be submitted to the Procurement Officer and shall detail the reasons for the delays and shall include appropriate documentation. No delivery extension will be considered without proper documentation.

INVOICING

Contractor shall submit original and three copies of the invoice to the following address:

Department Of Transportation
Harbors Division
48 Sand Island Access Road
Honolulu, Hawaii 96813
Attention: Elmer Hirano

Invoice should reference both the contract number and the Invitation For Bids number.

A tax clearance certificate must accompany the invoice for final payment and shall be an original or certified copy, not over two-months old.

PAYMENT

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

WARRANTY

Contractor shall provide full manufacturer's warranty for this new vehicle. as listed in General Specifications, page S-1.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

Provisions from the General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Preference for Hawaii Products. General Terms and Conditions Section 3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-Hawaii product by more than: three per cent where class I Hawaii products are involved; five per cent where class II Hawaii products are involved; or ten per cent where class III Hawaii products are involved.

All persons submitting bids or proposals to claim Hawaii products preference shall designate in their bids which individual product and its price is to be supplied as a Hawaii product.

Where a bid or proposal contains both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a Hawaii product item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III Hawaii product items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Printing Preference. General Terms and Conditions Section 3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall received a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference."

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1997-01, dated November 12, 1997, included herein by reference and made a part hereof. Copies of the bond forms are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.